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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 20-12678-amc

Brittney Nix-Crawford Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Mar 14, 2022 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 16, 2022:

Recipi ID Recipient Name and Address

db + Brittney Nix-Crawford, 254 West Essex Avenue, Lansdowne, PA 19050-1509

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## **BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

#### NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 16, 2022 Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 14, 2022 at the address(es) listed below:

Name Email Address

REBECCA ANN SOLARZ

on behalf of Creditor Lakeview Loan Servicing LLC bkgroup@kmllawgroup.com, rsolarz@kmllawgroup.com

ROBERT LEITE-YOUNG

on behalf of Debtor Brittney Nix-Crawford rleite@roachleite.com lanette@roachleite.com

SCOTT F. WATERMAN (Chapter 13)

ECFMail@ReadingCh13.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM EDWARD CRAIG

on behalf of Creditor Santander Consumer USA Inc. dba Chrysler Capital ecfmail@mortoncraig.com mortoncraigecf@gmail.com

ZACHARY PERLICK

on behalf of Debtor Brittney Nix-Crawford Perlick@verizon.net pireland1@verizon.net

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TOTAL: 6

District/off: 0313-2

Date Rcvd: Mar 14, 2022

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Desc

## Case 20-12678-amc Doc 106 Filed 03/16/22 Entered 03/17/22 00:30:26 Desc Imaged Certificate of Notice Page 3 of 5 IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Brittney Nix-Crawford	<u>Debtor</u>	CHAPTER 13
Lakeview Loan Servicing, LLC		
vs.	Movany	NO. 20-12678 AMC
Brittney Nix-Crawford	<u>Debtor</u>	11 U.S.C. Sections 362 and 1301
Matthew Crawford		
	<u>Co-Debtor</u>	
Scott F. Waterman, Esquire	<u>Trustee</u>	

#### **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$5,187.32 which breaks down as follows;

Post-Petition Payments: December 2021 to March 2022 at \$1,342.33/month

Suspense Balance: \$1,220.00 Fees & Costs Relating to Motion: \$1,038.00 **Total Post-Petition Arrears** \$5,187.32

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall make a down payment in the amount of \$1,342.33;
- b). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Plan to include the remaining post-petition arrears of \$3,844.99 along with the prepetition arrears;
- c). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$3,844.99 along with the pre-petition arrears;
- 3). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

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shall pay to Movant the present regular monthly mortgage payment of \$1,342.33 (or as adjusted

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Beginning with the payment due April 1, 2022 and continuing thereafter, Debtor 3.

pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges

being assessed after the 15<sup>th</sup> of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front &

back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the

terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing

and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor

should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default

with the Court and the Court shall enter an Order granting Movant immediate relief from the

automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default

with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to

seek reimbursement of any amounts not included in this stipulation, including fees and costs, due

under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

March 10, 2022 Date:

By: /s/ Rebecca A. Solarz, Esquire

Attorney for Movant

March 11, 2022

/s/ Zachary Perlick, Esquire

Zachary Perlick, Esquire

Attorney for Debtors

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Date: March 11, 2022 /s/ Ann E. Swartz, Esquire, for Scott F. Waterman, Esquire

Date: March 14, 2022

Bankruptcy Judge Ashely M. Chan

Chapter 13 Trustee